

AGENDA
PORTLAND WATER DISTRICT

225 Douglass Street, Portland, Maine

Jeff P. Nixon Training Center

6:00 p.m. on Monday, January 26, 2026

<https://us06web.zoom.us/j/89139184865?pwd=w4Ka05M3oAaCNKeKggnXAAZbxaymbH.1>

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| 1. | <u>Convene Meeting</u> with Pledge of Allegiance and moment of silence. | President Lunt |
| 2. | <u>Roll Call</u> | Clerk |
| 3a. | <u>Acceptance of Minutes</u> of the Regular Meeting of December 15, 2025 | President Lunt |
| 3b. | <u>Acceptance of Minutes</u> of the Workshop Meeting of January 12, 2026 | President Lunt |
| 4. | <u>Invitation for Public Comment</u> | President Lunt |
| 5. | <u>Reports:</u> | |
| | ▪ Operations Committee Reports | Trustee Crockett |
| | ▪ Planning Committee Reports | Trustee Douglas |
| | ▪ Administration & Finance Committee Reports | Trustee Willett |
| | ▪ General Manager's Report | General Manager |
| 6. | <u>New Business</u> | |
| | A. <u>Resolution 26-001</u> authorizing \$70,000 of the Falmouth Wastewater Fund's surplus to be distributed to the Town of Falmouth. | Administration and Finance Committee |
| | B. <u>Order 26-001</u> authorizing the General Manager to execute a lease agreement with Christopher Morin of 63 Label Avenue in Portland. | Planning Committee |
| 7. | <u>Other Business</u> An item may be added to this agenda provided seven trustees vote to waive the rule regarding agendas. | President Lunt |
| 8. | <u>Second Invitation for Public Comment</u> | President Lunt |
| 9. | <u>Trustee Comments</u> | President Lunt |
| 10. | <u>Executive Session</u> A motion will be made to go into Executive Session during the meeting to discuss a potential legal claim with counsel, pursuant to 1 M.R.S. §405(6)(E). | President Lunt |
| 11. | <u>Adjournment</u> | President Lunt |

Donna M. Katsiaficas
Clerk

Portland Water District
Board of Trustees Regular Meeting
January 26, 2026

New Business

Agenda Item 6A-6B

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item: 6A Resolution 26-001
Date of Meeting: January 26, 2026
Subject: Allocation of Falmouth's Surplus Balances
Presented By: David Kane, Treasurer

RECOMMENDATION

The following proposed language is presented for Board of Trustee approval:

RESOLVED, that \$70,000 of the Falmouth Wastewater Fund's surplus be distributed to the Town of Falmouth.

FISCAL REVIEW / FUNDING

Falmouth's Sewer Fund has a cumulative operating fund surplus of \$71,864 as of 12/31/2024 and is estimated to be \$91,000 as of 12/31/2025. The town has requested that the surplus balance be distributed to the Town. The fund expenses are primarily the debt service on the Mill Creek pump station. The debt service payments are a known amount, with the last payment in 2037.

LEGAL REVIEW

Corporation Counsel reviewed the proposed motion and approved it as to form.

CONCLUSION(S)

Staff recommends that the motion be approved by the Committee and sent to the full Board for its consideration. The Committee recommended that the motion be forwarded to the full Board for its consideration.

ATTACHMENT(S)

None.

BOARD OF TRUSTEES/AGENDA ITEM SUMMARY

Agenda Item: 6B Order 26-001
Date of Meeting: January 26, 2026
Subject: Lease - 63 Label Avenue, Portland
Presented By: Laurel Jackson, Right-of-Way Agent

RECOMMENDATION

The following proposed language is presented for Board of Trustee approval:

ORDERED, the General Manager is authorized to execute a lease agreement in substantial form as attached hereto with Christopher Morin of 63 Label Avenue in Portland for a driveway located on District land on Label Avenue;

BE IT FURTHER ORDERED, the General Manager and the Treasurer, each acting singly, are authorized to take such other steps as may be necessary to accomplish the intent of this vote.

BACKGROUND ANALYSIS

The District owns a parcel of land adjacent to 63 Label Avenue for a 48" concrete water transmission main right-of-way. In 2015, the District discovered that a small portion of the driveway (36 square feet) encroaches onto District property. In 2016, the Board approved a lease agreement with the owner of 63 Label Avenue for the driveway encroachment. The lease expired on January 1, 2026, and the homeowner has requested to continue leasing the property from the District.

Staff proposes an annual lease fee of \$100, payable annually in advance. The only expense to the District is staff time for lease administration and annual billing.

The lease would be for a period of five years and could be terminated by either party with 30 days written notice. The driveway is located approximately 20 feet from the water main and does not impact our ability to operate and maintain it. The District will not be responsible for any damage if it needs to excavate to repair or replace the main. If the driveway is ever re-paved, Mr. Morin will be required to relocate it back onto his own property, and the Lease will be terminated.

FISCAL REVIEW / FUNDING

The proposed lease will result in an annual fee of \$100.

LEGAL REVIEW

Corporation Counsel drafted the proposed lease.

CONCLUSION(S)

Staff recommends that PWD enter into a five-year lease agreement with the owner of 63 Label Avenue. The Committee recommended that the motion be forwarded to the full Board for its consideration.

ATTACHMENT(S)

Draft Lease

**LEASE AGREEMENT BY AND BETWEEN
PORTLAND WATER DISTRICT**

AND

CHRISTOPHER W. MORIN

THIS INDENTURE made this ____ day of _____, 2026, by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation located at 225 Douglass Street, Portland, in Cumberland County, State of Maine (hereinafter the "**DISTRICT**") and Christopher W. Morin, of 63 Label Ave., Portland, Maine (hereinafter "**LESSEE**").

W I T N E S S E T H:

That **DISTRICT**, for and in consideration of the rent hereinafter to be paid by **LESSEE**, and other consideration, and the covenants and agreements hereinafter contained, to be kept and performed by **LESSEE**, does hereby demise, lease and let unto **LESSEE**, the property located on Label Avenue, and known as a portion of Tax Map 307 Block F Lot 32 in the City of Portland, Maine and more particularly described below (hereinafter the "**PREMISES**"). To have and to hold unto said **LESSEE** on the following terms and conditions:

1. Premises

PREMISES leased to **LESSEE** are outlined in red on a plan labeled, "63 Label Avenue, Portland", attached hereto and incorporated herein by reference.

2. Term

This Agreement shall be effective as of January 1, 2026 until January 1, 2031, unless the lease is sooner terminated by either **DISTRICT** or **LESSEE** as provided herein.

3. Rent

LESSEE agrees to pay to **DISTRICT** as rent for such use and occupancy of the premises the sum of One Hundred Dollars (\$ 100 .00) per year of the lease term. Said amount shall be paid at the execution of the lease, and thereafter on the first day of the year each subsequent year of the Lease term.

LESSEE shall use the **PREMISES** for a portion of his driveway as it exists on the premises on the date of this lease. All use shall be in compliance with State and local laws, codes, rules and regulations.

DISTRICT reserves the right without limitation to possession of the **PREMISES** in common with **LESSEE**, and to use the **PREMISES** for any purpose that does not interfere with the use by **LESSEE** described herein.

5. Repairs and Maintenance

LESSEE represents that it has inspected and examined the **PREMISES** and accepts them in their present condition, and agrees that **DISTRICT** shall not be required to make any improvements or repairs whatsoever in or upon the **PREMISES** or any part thereof; **LESSEE** agrees to make any and all routine repairs at **LESSEE**'s sole cost and expense, and agrees to keep said **PREMISES** safe and in good order and condition at all times during the term hereof, and upon expiration of this Lease or any sooner termination thereof, the **LESSEE** will quit and surrender the possession of the **PREMISES** quietly and peaceably and in as good order and condition as they were at the commencement hereof, reasonable wear, tear, and damage by the elements excepted; **LESSEE** further agrees to leave the **PREMISES** free from all nuisance and dangerous and defective conditions not in existence at the commencement hereof.

6. Assignment

This Lease may not be assigned without approval of the **DISTRICT**.

7. Insurance and Indemnity

Prior to the execution of this Agreement, **LESSEE** will procure and maintain Public Liability Insurance coverage in amounts of not less than \$400,000 combined single limit for bodily injury, death, and property damage, naming the **DISTRICT** as an additional insured thereon. Lessee shall also procure property insurance protecting its leased interest in the **PREMISES**, which insurance shall contain a rider which provides coverage for any claims related to any pollution created or deposited on the **PREMISES** as a result of **LESSEE**'s operations. This insurance shall be primary on the **PREMISES** to any insurance procured by the **DISTRICT**. **LESSEE** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **DISTRICT** of termination of insurance from insurance company or agent.

To the fullest extent permitted by law, **LESSEE** shall defend, indemnify and hold harmless the **DISTRICT**, its officers, agents and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorneys' fees, arising out of or resulting from the performance of this Agreement

The **LESSEE** also agrees to indemnify, defend and save harmless the **DISTRICT**, its officers, agents and employees, from all liens, claims or losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.

8. Termination

Either party may terminate this Lease at any time upon thirty (30) days' prior written notice to the other party, and thereafter the **LESSEE** shall have no further right to the use or occupancy of the **PREMISES**. All personal property shall be removed therefrom by the **LESSEE**.

This Lease shall be immediately terminated in the event that the driveway on the property at 63 Label Avenue is ever repaved. At such time of repaving, the driveway shall be completely relocated onto **LESSEE's** property.

9. Default

In the event that **LESSEE** shall be in default of any payment of any rent or in the performance of any of the terms or conditions herein agreed to be kept and performed by **LESSEE**, then in that event, **DISTRICT** may terminate and end this Lease upon a thirty (30) day prior written notice, and thereafter **DISTRICT** may enter upon said **PREMISES** and remove all persons and property therefrom if **LESSEE** has failed to cure said default within said notice period. **LESSEE** shall be liable to **DISTRICT** for all costs incurred by it as a result of the **LESSEE's** default and **LESSEE** shall pay all costs of collection and cure incurred by **DISTRICT**, including reasonable attorney's fees.

10. Hold Over

In the event that **LESSEE** shall hold over and remain in possession of the **PREMISES** with the consent of the **DISTRICT**, such holding over shall be deemed to be from month to month only, and upon all the same rents, terms, covenants and conditions as contained herein.

11. Notices

Any notices which are required hereunder, or which either **DISTRICT** or **LESSEE** may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage pre-paid, return receipt

requested, addressed to Christopher Morin, 63 Label Avenue, Portland, ME 04102 or addressed to **DISTRICT**, General Manager, 225 Douglass Portland, ME 04102.

12. Waiver

Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

13. Compliance with Laws

Each party agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the **PREMISES** and the use thereof.

14. Successors in Interest

All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of the **DISTRICT** and **LESSEE** respectively, herein.

IN WITNESS WHEREOF, the said **PORTLAND WATER DISTRICT** has caused this Lease Agreement to be signed in its corporate name by Ronald Miller, its General Manager, thereunto duly authorized, and Christopher W. Morin. has caused this Lease Agreement to be signed as of the day and date first set forth above.

WITNESS:

PORTLAND WATER DISTRICT

By: _____
Scott Firmin
Its General Manager

Christopher Morin